



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WORLD CUSTOMS ORGANIZATION<sup>1</sup> (WCO)  
AND  
THE CENTRE FOR CUSTOMS & EXCISE STUDIES,  
UNIVERSITY OF CANBERRA (CCES)**

***TO PROMOTE CO-OPERATION IN THE DEVELOPMENT AND PROVISION  
OF WORLD-CLASS CUSTOMS TRAINING, EDUCATION, CAPACITY BUILDING  
AND RESEARCH***

This Memorandum of Understanding is concluded

Between

The World Customs Organization (WCO)

and

The Centre for Customs & Excise Studies, University of Canberra (CCES),

Collectively referred to hereafter as “the Parties” and individually as “the Party”.

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<sup>1</sup> Established in 1952 as the Customs Co-operation Council.

## **The Parties :**

- (a) **ACKNOWLEDGING** that the WCO is the sole competent global intergovernmental organization in Customs matters, whose mission is to enhance the effectiveness and efficiency of Customs administrations,
- (b) **ACKNOWLEDGING** also that the CCES is an international centre of excellence, providing a focal point for Customs training, education, advisory services and research capabilities,
- (c) **RECOGNIZING** the desire of both Parties to assist Customs administrations in their efforts to meet the challenges of the modern business environment and adapt to changing circumstances, by promoting international communication and co-operation, and by fostering integrity, human-resource development, transparency, improvements in the management and working methods of Customs administrations and the sharing of best practices,
- (d) **NOTING** that the WCO is committed to enhancing regional Customs training, education and capacity building, in particular through its e-learning programme and through its Regional Offices for Capacity Building (ROCBs) and Regional Training Centres (RTCs),
- (e) **RECOGNIZING** also the potential synergies between the Parties through their commitment to world-class Customs training, education, capacity building and research,

## **Hereby agree as follows :**

### **General**

1. To develop a long-term strategic alliance that will mutually benefit the organisational aims and objectives of both Parties.
2. To permit reference to the professional association between the two Parties to be made by either Party in public documents such as information brochures, subject to the prior approval of the other Party.

### **Training, education and capacity building initiatives**

3. To explore opportunities to co-operate and minimize duplication of effort in the areas of training, e-learning, capacity building and management development.

4. To seek to maximize the level of articulation between the training and development programmes provided by the WCO and its Members and the postgraduate programmes provided by the CCES.
5. To explore opportunities to jointly progress regional training, education and capacity building activities through ROCBs and RTCs.
6. To facilitate co-operative arrangements by providing the CCES with observer status on the High Level Working Group on Capacity Building, Training and Technical Assistance, as well as access to the WCO Members' Web site.

### **Research**

7. To collaborate on strategic research activities that will assist the WCO and its Members to position themselves to meet the future demands of the global economy.

### **Intellectual property**

8. To recognize the respective ownership of materials based upon the source and the individual Party's contribution to the commissioning, writing and preparation of such materials.
9. To reach agreement on the use of each other's intellectual property on a case-by-case or on a general basis. The agreement, which may involve a fee, should be in writing and specify any conditions on the use of the material.
10. When either the CCES or the WCO agrees to allow the other Party to use its material, this is done so on the basis that the assigning Party has the right to license the use of the material.

### **Communication**

11. Formal communication between the two parties will generally be exchanged between Dr David Widdowson (CCES) and Mr. Alan Hall (WCO).

### **Legal force**

12. This Memorandum of Understanding does not create legal rights or obligations. The Parties will co-operate in good faith to implement this Memorandum of Understanding.

## Modifications

13. Modifications to this Memorandum of Understanding may be made subject to the mutual consent of both Parties. Such modifications will be attached to and will form part of the Memorandum of Understanding.

## Period of validity

14. This Memorandum of Understanding will remain in force until terminated by either Party giving three months' written notice to the other Party.

In witness whereof, the undersigned legal representatives of the Parties hereto have duly affixed their signatures on the two originals of this Memorandum of Understanding in the English language.

Done at Brussels on 1 MARCH 2006.



Michel Danet  
Secretary General  
World Customs Organization.



Dr. David Widdowson  
Chief Executive Officer  
Centre for Customs and Excise Studies  
University of Canberra.